STANDARD BATTERIES AGREEMENT FOR SALE UPLOADED ON RERA FOR REGISTRATION

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and executed at Mumbai on this ____ day of _____, _____ between **MESSERS SHEETAL DEVELOPERS**, a Registered Partnership Firm, carrying on business at D. G. S. House, First Floor, Sheetal Krupa Building, Aarey Road, Goregaon (East), Mumbai-400 063;hereinafter for the sake of brevity referred to as **"THE DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners, survivors of them, their respective heirs, executors, administrators and assigns) of the ONE PART.

AND

Shri/Smt./M/s._____,

Adult, Indian Inhabitant of Mumbai, residing at _____

_____

_____

_____;hereinafter for the sake of brevity collectively referred to as "**The Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in case of individual/s, his/her/their heirs, executors, administrators and permitted assigns and in case of partnership firm the partner or partners for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators and permitted assigns of the last survivor & in case of company its successors and permitted assigns) of the OTHER PART.

WHEREAS:

a) Messers Standard Batteries Employees Co-operative Housing Society Limited, a Co-operative Housing Society, registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules framed thereunder, vide

Registration No.BOM/HSG/2818 of 1971, having its registered office address at Upper Govind Nagar, Opp. Irani Colony, Malad (East), Mumbai-400 097; (hereinafter referred to as **"the said Society/Owners"**), & was & are well seized and possessed of or otherwise well and sufficiently entitled to all that Piece or Parcel of Land being Plot no. 28, admeasuring 1,125 Square Yards or thereabouts, equivalent to 940.65 Square Metres or thereabouts, bearing Survey No.47 (Part), City Survey No.97, of Village:Chincholi,Taluka:Borivali, together with the Ground plus 4 (Four) Storied Building standing thereon and consisting of 20 tenements, now popularly known as **"Messers Standard Batteries Employees Co-operative Housing Society Limited "**, located at Upper Govind Nagar, Malad East, Mumbai-400 097 & bounded as follows as more particularly described in the First Schedule hereunder written:

On or towards the East : By 30" Feets Wide Road.

On or towards the West: By Plot No.1.

On or towards the North: By Plot No.39.

On or towards the South: By Plot No.15.

;hereinafter for the sake of brevity referred to as **"the said property"** and **"the said building"**, respectively).

b) The said Messers Standard Batteries Employees Co-operative Housing Society Limited building consisted of a Ground plus 4 (Four) Storied Building & is occupied by its 20 tenements. The Society & the Members of the said Building and Society, jointly decided to go for re-development of the said property by demolishing the old building namely "Messers Standard Batteries Employees CHS Ltd", on the said property & constructing new building thereon, by the Developers herein by utilizing the potential FSI, TDR FSI to be procured & Compensatory Fungible FSI, as per D.C. Rules & Regulations, for the proposed new construction of New building/Tower, on the said property.

c) The name of the said Society as "Owners" is reflected in the Property Register Card/s of the said property and the copies of Property Register Card/s are also annexed hereto and marked as **Annexure-1**.

d) That by virtue of Development Agreement dated:17th February, 2017, (Duly Registered in the office of Joint Sub Registrar of Assurances-Borivali-4, M.S.D. vide its Registration No.BRL-4/1847/2017, dated:17-02-2017), executed by & between Messers Standard Batteries Employees Co-operative

Housing Society Limited, therein referred to as "the said Society/Owners" (the said Society herein) of the First Part and Messers Sheetal Developers, the Developers herein (also therein referred to as the Developers) of the Second Part, alongwith a Special Power of Attorney dated:17-02-2017, (duly Registered in the office of Joint Sub Registrar of Assurances-Borivali-4, M.S.D., vide its Registration No.BRL-4/1848/2017, dated:17-02-2017,), restricted to the extent as more particularly contained therein, in favour of the said Attorney, Mr. Brahmadev Dudhnath Shukla, Authorized Partner of the said Developer, empowering & authorizing the said Attorney with powers and authorities, as more particularly contained therein, the said Society therein & the said Society therein have interalia, thereunto have granted the Re-Development Rights to and unto the said Developers to enter upon the said Property, more particularly described in the First Schedule hereunder written and to re-develop the said Property interalia by demolishing the old Society building namely "Messers Standard Batteries Employees CHS Ltd", on the said property & constructing a New Proposed Building (hereinafter referred to as **"The New Proposed Building"**), thereon by utilising existing FSI of the Plot & by acquiring & utilizing TDR benefits/facilities by purchase from open market or otherwise & all other permissible FSI

(DRC & others) in respect of the said property and loading and consuming the same on the said property, respectively under the Development Control Regulations of Greater Mumbai and by acquiring & utilising balance TDR FSI (if any), as the Developers, on the terms & conditions incorporated in the said Development Agreement. The Developers shall in their own rights be entitled to sell the balance Residential/Commercial-Flat/s,Shop/s constructed out of balance TDR FSI and allot the balance Podium/Stilt Parking/s other than the premises reserved for the existing members & the Society respectively, as more particularly mentioned in the said Development Agreement derived out of the re-development of the said Property in the manner as may become permissible and available. A copy of the Index II, pertaining to the said Registered Development Agreement dated:17-02-2017, is annexed hereto and marked as **Annexure-2**, hereto. The said Registered Development Agreement dated:17-02-2017, for the grant of the said Re-development rights in respect of the said society building and property is duly & properly stamped & registered on even date and alongside aforesaid Registered Special Power of Attorney dated:17-02-2017, came to be executed & registered on even date by the Society/Owners in favour of **Mr. Brahmadev Dudhnath Shukla**, Authorized Partner of the Developers,

interalia giving various powers and authorities, as more particularly contained therein.

e) That by a Supplementary Development Agreement dated :27-02-2018, registered vide Registration No.BRL-2/2085/2018, dated: 27-02-2018, executed by and between the said Society/Owners herein, the said Developers as the Developers therein on the second part and the Society Members therein on the third part, wherein the said parties duly executed the said Supplementary Agreement interalia thereby the said Society Members also became party to the said Development Agreement and certain terms of the said Development Agreement came to be revised and incorporated to the said Development Agreement and the said Development Agreement read together with the said Supplementary Development Agreement, shall be treated as one single document for all valid purpose and shall co-exist during the tenure of the said Re-Development. The said Two Agreement/s are duly registered, valid and subsisting for the purpose of the subject Re-Development of the Society Building and Property.

f) That the said Registered Development Agreement dated :17-02-2017, details the manner & the time-frame in which the new proposed building will be constructed. The **Annexure-"E"** in the said Registered Development Agreement enumerates and specifies the carpet area and the entitlement to the carpet area including the extent of the increased area entitlement of the each of the registered members of the Society (Messers Standard Batteries Employees CHS Ltd Building) by the Developers.

g) Pursuant to the said Registered Development Agreement /s, the said Society & the said Society Members have put the Developers in possession of the said property for carrying out the contemplated re-development work.

h) The said Developers accordingly intend to construct and develop the New Multi-storeyed Building/s comprising of Residential/Commercial Flat/s/Shop/s, Podium Car Park/s & other areas at the said property & to provide therein Permanent Alternate Accommodation by way of New Flat/s/Shop/s, to the existing Society Members of Messers Standard Batteries Emplo -yees Co-operative Housing Society Limited at the said property, in terms of their respective Registered Agreement/s for

Providing Permanent Alternate Accommodation, in lieu of their respective Old Flat/s/Shop/s Premises & to sell the balance Flat/s/Shop/s and realize consideration amount and/or sale price in lieu thereof from the New Flat/Shop Purchaser/s and allot balance Podium/Stilt Car Park/s to the Allottee/s, in their own absolute and exclusive right and entitlement in respect thereof.

i) The said Developers have appointed Mr. ABHIJIT UDANI, as Architect & the Design Architect, respectively and Mr.HIREN TANNA, as the R.C.C. Consultant, for the said Proposed New Multi-Storeyed Building consisting of Ground Plus Seven (07) Upper Floors, now proposed to be known as **"SHEETAL STANDARD BATTERIES",** which is proposed to be constructed on the said property, as mentioned in the First Schedule hereunder written.

j) That pursuant to the application and building proposal submitted in respect of the said property, more particularly described in the First Schedule hereunder written, the Municipal Corporation of Greater Mumbai have approved and sanctioned the proposed Building plan and issued the I.O.D. bearing No. CHE / WSII / 2461 / P/S/337 (NEW) / IOD / 1 / New dated:Nov 1 , 2019 , in respect of the Re-development of the said property

more particularly described in the First Schedule hereunder written on the terms and conditions mentioned in the said I.O.D. dated: 1st nov 2019 & further issued First Commencement Certificate bearingno.CHE/WSII/2461/P/S/337(NEW)/CC/1/New, dated: 27th December, 2019, to construct the proposed New Building as per the approved plan/s and terms & condition of said I.O.D. & Commencement Certificate/s. The Copy of the I.O.D. is hereto annexed and mar -ked as **Annexure-"3"**. The Copy of the Commencement Certificate is hereto annexed and marked as **Annexure-"4"**.

k) A Certificate of Title dated:09-03-2017 (Interim) and _____, issued by Mr. Monesh Rajnikant Sharma, Advocate of the said Developers, interalia thereby certifying the title of the Developers, in respect of the said property being marketable and free from all encumbrances. A copy of the said Title Certificate/s are hereto annexed and marked as **Annexure-"5"** & **"6"**.

l) In the premises as aforesaid the copies of the Typical Floor Plan and Specifications of the New Flat/s/Shop/s agreed to be purchased by the Purchaser/s are annexed hereto and

marked as **Annexure-"7"** hereto alongwith the List of Amenities hereto annexed and marked as **Annexure-"8"**.

m) The Developers shall provide common areas & facilities and Limited common areas and facilities, in the New Proposed building to be constructed on the said property, as more particularly described in the Third Schedule hereunder written and the same are in accordance with the provisions u/s 2 (n) of the RERA Act and the Rules framed thereunder.

n) The Developers herein have taken steps to commence the construction work of the said Proposed Building, on the said property in pursuance of the said approved, sanctioned plans, designs & specifications, elevation, by the Municipal Corporation of Greater Mumbai, consisting of Residential/Commercial Flat/s/ Shops/Units with a view to sell the same on Ownership basis to the prospective Purchaser/s of the same, as per the provisions of the RERA Act as well as under Section 4 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 & the Developers herein are fully entitled to execute written Agreement/s For Sale of the same with Purchaser/s and to receive stipulated Sale Price/Consideration, along with other

Statutory Charges interalia, in respect thereof, in pursuance to the terms hereof.

(n-1) The said Developers have registered the Project under the provisions of the Real Estate (Regulation & Re-development) Act, 2016 with the Real Estate Regulatory Autho -rity at _____ vide No._____ ;Authenticated Copy is hereto annexed and marked as **Annexure-"9"**;

o) The Purchaser/s herein, being desirous of acquiring a newly constructed Flat/s/Shops/Units &/or the allotment of Podium/Stilt Parking Space/s, in the New Proposed Building on the said property, have approached the Developers and have duly inspected all the Title document/s, said Deed of Grant/ Conveyance, Development Agreement, Special Power of Attor-ney, other Deeds & Documents, Project Registration Certificate u/s 3 (1) of the RERA Act, Property Card/s, Sanctioned Plan/s, I.O.D. & C.C. and Title Certificate etc., as hereinabove referred & also sought such other and further information & particulars as are contemplated under the RERA Act and the Rules, as well as under the Maharashtra Ownership Flats (Regulation of Pro-motion of Construction, Sale, Management and Transfer) Act,

1963 & the Rules framed thereunder & upon the said Purchaser/s inspecting the abovesaid documents and upon being fully satisfied with the same & further in pursuance to the negotiations by and between the Developers and the Purchaser/s, the Developers have agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Developers Flat/ Shop/Unit No._____ (admeasuring _____ square feets RERA carpet area equivalent to _____ square meters RERA carpet area) (Including Area covered by the Partition Walls of the subject Premises) on the _____ Floor, _____Wing, together with Allotment of Podium/Stilt Parking Space No. ____, in the said New proposed Building/Tower namely **"SHEETAL STANDARD BATTERIES "**, on the said property (hereinafter for the sake of brevity referred to as **"the said Premises"**),as more particularly described in the Second Schedule hereunder written and delineated on the Typical floor plans hereto marked as **Annexure-"10"** shown surrounded by Red coloured boundary lines & identified thereon by the par- ticular New Flat/Shop/Unit Number, on so called Ownership basis, as contemplated under the provisions of the said Real Estate (Regulation & Re-Development) Act, 2016 & the Maha- rashtra Ownership Flats Act and Rules framed thereunder, for the Consideration Amount and payment

of Statutory Taxe/s, Levy/ies, etc., subject to certain terms, conditions, stipulations and covenants hereby mutually agreed by & between the parties as hereinafter appearing:

p) Prior to the execution of these presents, the Purchaser/s have paid to the Developers a sum of Rs. _____/- (Rupees _____ Only) being the Earnest Money deposit of the Sale Price of the said New Flat/s/Shop/s/office/s/Premises agreed to be sold by the said Developers to the said Purchaser/s (the payment & receipt whereof, the said Developers doth hereby admits and acknowledges) and the Purchaser/s has/have agreed to pay to the Developers, the balance of the Sale Price in the manner hereinafter appearing;

q) Under the provisions of the RERA Act and the Maha-RERA Act and the Rules framed thereunder and as per the Section 4 of the MOFA, the Developers are required to execute a written Agreement For Sale of the said Flat/s/Shop/s/office/s/ Premises to the Purchaser/s, being these presents and also to register this Agreement under the provisions of the Indian Regis -tration Act, hence the parties hereto are executing these present

/s to record the terms and conditions mutually agreed by and between them.

NOW THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:

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(1) The Recitals hereinabove shall form an integral part of this Agreement.

(2) The said Society have granted the Re-Development Right s to the said Developers and accordingly the said Developers are constructing the proposed Ground Plus Seven (07) storeyed Building to be known as **" SHEETAL STANDARD BATTERIES "** on the said property and the plans of the said Proposed building are sanctioned as recited above. The Purchaser/s confirms that he/she/they have duly inspected and personally verified all the Title Documents, the said Sanctioned plans together with the I.O.D. and Commencement Certificate/s, Project Registration Certificate bearing No. _____, in respect thereof alongwith the other documents prior to the execution hereof.

(3) Subject to the terms and conditions herein contained, the Developers have agreed to sell and the Purchaser/s has/have agreed to purchase the New Flats/Shops/Unit Premises bearing No._____ on _____ Floor, _____Wing, admeasuring about_____Square Feets RERA Carpet area equivalent to _____ Square Meters RERA Carpet area ,(including the area covered by the Partition Walls of the sub-ject premises) with allotment of the Podium/Stilt Parking Space No.____, of the residential/commercial New Proposed building to be known as **"SHEETAL STANDARD BATTERIES",** (;hereinafter for the sake of brevity referred to as **"the said Premises"** & **"the said Parking Space"**), as more particularly described in the Second Schedule hereunder written and delinea-ted on the Typical floor plans hereto marked as **Annexure-"11"** shown surrounded by Red coloured boundary lines, for the Lumpsum Sale Price &/or Sale Consideration Amount of Rs._____/-(Rupees_____

_____

Only) which shall be paid by the Purchaser/s to the said Developers:

(a) The Purchaser/s has/have paid on or before execution of this Agreement For Sale, a sum of Rs._____/-(Rupees _____

Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Developers the balance amount of Rs._____ /- (Rupees _____ _____Only) in the following manner:-

(b) Amount of Rs._____/- (not exceeding 30% of the total consideration) to be paid to the Developers after the execution of Agreement.

(c) Amount of Rs._____/- (not exceeding 45% of the total consideration) to be paid to the Developers on completion of the Plinth of the building or wing in which the said Premises is located.

(d) Amount of Rs._____/- (not exceeding 70% of the total consideration) to be paid to the Developers on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located.

(e) Amount of Rs._____/- on or before casting of the 1st Slab of the said Proposed Building, being ___% of the consideration.

(f) Amount of Rs._____/- on or before casting of the 2nd Slab of the said Proposed Building, being __% of the consideration.

(g) Amount of Rs._____/- on or before casting of the 3rd Slab of the said Proposed Building, being ___% of the consideration.

(h) Amount of Rs._____/- on or before casting of the 4th Slab of the said Proposed Building, being ___% of the consideration.

(i) Amount of Rs._____/- on or before casting of the 5th Slab of the said Proposed Building, being ___% of the consideration.

(j) Amount of Rs._____/- on or before casting of the 6th Slab of the said Proposed Building, being ____% of the consideration.

(k) Amount of Rs._____/- on or before casting of the 7th Slab of the said Proposed Building, being ___% of the consideration.

(l) Amount of Rs._____/- on or before casting of the 8th Slab of the said Proposed Building, being ___% of the consideration.

(m) Amount of Rs._____/- (not exceeding 75% of the total consideration) to be paid to the Developers on completion of the walls, internal plaster, floorings doors and windows of the said Premises.

(n) Amount of Rs._____/- (not exceeding 80% of the total consideration) to be paid to the Developers on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.

(o) Amount of Rs._____/- (not exceeding 85% of the total consideration) to be paid to the Developers on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located.

(p) Amount of Rs._____/- (not exceeding 95% of the total consideration) to be paid to the Developers on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain & all other require-ments as may be prescribed in the Agreement for Sale of the building or wing in which the said Premises is located.

(q) Balance Amount of Rs._____/- against and at the time of handing over of the possession of the subject Premises to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

(r) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers by way of GST or any other such Tax, which may be levied, in connection with the construc-tion of & carrying out the Project payable by the Developers) upto the date of handing over the possession of the [Premises].

(s) The Total Price is escalation-free, save and except escala-tions/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the

competent authority Local Bodies/Government from time to time. The Developers undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

(t) The Developers allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments @ ___% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser/s by the said Developers.

(u) The Developers shall confirm the final RERA carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete & the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the change /s, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be re-

calculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit then Develo -pers shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allot-ted to Purchaser/s, the Developers shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause _____ of this Agreement.

(v) The Purchaser/s hereby authorizes the said Developers to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name, as the Developers may in its sole discretion deem fit & the Purchaser/s hereby undertakes not to object/demand/direct the Developers to adjust his/her/their payment/s in any manner.

All the above payment/s shall be made by the Purchaser/s to the Developers in the name of **"MESSERS SHEETAL DEVELO -PERS"**, being the Developers.

(4) The Purchaser/s shall pay the amount as aforesaid on the dues dates without fail and without any delay or default. Time for payment of the aforesaid installments is the essence of the contract. The Developers will forward to the Purchaser/s by ordinary post intimation of the said Developers having carried out the aforesaid work at the address given by the Purchaser/s under this Agreement and the Purchaser/s will be bound to pay the amount of installments within eight days of Developers dispatching such intimation under Certificate of Posting/ Courier/ Registered Post, at the address of the Purchaser/s, as given in these presents. The Developers will keep Certificates of their Architect/s, duly certifying that the Developers have carried out given items of work & such Certificate/s will be open for inspection by the Purchaser/s at the office of the Developers & such Certificate shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same.

(5) The said premises shall contain specifications, fixtures, fittings and amenities as set out in the **Annexure-___** hereunder

written and the Purchaser/s confirm/s that the Developers shall not be liable to provide any other specification, fixtures, fittings and amenities in the said premises.

(6) Time for the payment of the purchase price is the essence of the contract. If the Developers fails to abide by the time schedule for completing the project & handing over the possession of the subject [Premises] to the Purchaser/s, the Developers agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Developers, interest as specified in the Rule**,** on all the delayed payment which become due & payable by the Purchaser/s to the Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developers.

(7) Without Prejudice to the rights of the Developers, to charge interest under the terms hereof, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers, under this Agreement (including his/her/their proportionate share of taxes

levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Developers shall at his/her/their own option, may terminate this Agreement:

(a) Provided that Developers shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post A/d, at the add -ress provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms & conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, Developers shall be entitled to terminate this Agreement.

(b) Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developers) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser/s to the Developers.

(8) The Developers hereby declares that the Floor Space Index available as on date in respect of the project land is _____square meters only and Developers have planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developers has disclosed the Floor Space Index of _____ as proposed to be utilized by them on the project land in the said Project and Purchaser/s has/have agreed to purchase the said Premises based on the proposed construction and sale of premises to be carried out by the Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers only.

(8) Save as aforesaid, it is expressly agreed that the right of the Purchaser/s under this Agreement is restricted to the said premises agreed to be acquired by the Purchaser/s only and all the other premises and portion or portions of the said property (Developers' Free Sale component and excluding the reserved Society Premises) and open spaces, podium/stilt parking space,

grounds, path ways etc. shall be the common areas as per the provisions of the RERA Act and the rules framed thereunder. The Developers shall be fully entitled to deal with or till the sale shall also be entitled to use, possess, occupy, enjoy and/or deal with, allot and dispose off the same in the manner deemed fit by them, without any reference, interference, recourse, consent or concurrence etc. from the Purchaser/s and/or the society or any association or organization formed, in any manner whatsoever. The Purchaser/s hereby confirms & consents to the irrevocable right of the Developers to fully construct & complete the said building known as **"SHEETAL STANDARD BATTERIES",** on the said property in the manner as per the sanctioned plans approved by the MCGM (Municipal Cor- poration of Greater Mumbai) by utilizing the Full Potential of the Plot as may be deemed fit by the Developers, till its full lawful completion thereof, in accordance with law, as per the Sanctioned Plan/s, disclosed to them prior to the execution hereof.

(9) The Purchaser/s has/have made inquiries, investigated and is/are aware of the rights and title of the Developers to, unto and over the said property.The Purchaser/s has/have agreed to acquire the said premises after thorough inquiries and

investigation and after being fully aware of the rights and title of the Developers to the said property. The Purchaser/s have inspected the Original Title Certificate dated:09-03-2017 and _____, issued by Advocate Mr.Monesh Rajnikant Sharma and other title document/s, deed/s and paper/s, etc., in that regard. The Purchaser/s hereby undertakes not to raise any objection &/or requisitions to the right and title of the Developers to the said property, hereafter and forever.

(10) The Parties further agree and record that the Possession of the said premises with lock and key control thereof, shall be delivered by the Developers to the Purchaser/s after the said premises is/are ready for use and occupation on or before ____ _____-20___/20___, PROVIDED all the amounts due and payable by the Purchaser/s, under the terms of this presents are fully paid to the Developers hereinbefore the said Purchaser /s is/are delivered the vacant and peaceful possession thereof. It is further agreed and provided that if any of the amount which is due and payable & which remains unpaid, under this present /s, then the same shall render the said Purchaser/s disentitled to seek the possession of the said premises and the Purchaser/s herein agree/s and accept/s the same irrespective of the other rights of the Developers herein under this presents or at law,

equity and otherwise. It is further agreed and provided that the Purchaser/s herein upon compliance and fulfillment of the terms and conditions of this presents, shall, within three months from the receipt of the written Notice of Intimation of Possession interalia intimating that the said premises is/are ready for use and occupation, from the Developers herein, shall take the possession of the said premises, failing which on the expiry of the stipulated date under the said notice, the said Developers herein shall be discharged from their obligation to deliver the possession of the said premises in terms under this presents as well as under the said RERA and other Statutes/Enactments, as recorded herein. The Purchaser/s shall before taking possession of the said premises, inspect the same thoroughly and point out defects if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required. In the event of the Purchaser/s taking possession of the said premises without inspection, then he/she/they should be deemed to have inspected the same thoroughly and found the same without defect in construction and/or amenities and facilities unless otherwise recorded in writing. The Provisions of the RERA and the MOFA Act applies to these presents.

(11) The Developers and the Purchaser/s herein further agrees and covenants with each other that:

(a) The Developers undertakes to construct the said Building and the said Flat/s premises in accordance with the sanctioned plans & approvals as may be approved by the said Government Authority/ies.

(b) The Developers shall perform and fulfill all their contractual obligations towards the Society (Messers Standard Batteries Employees Co-operative Housing Society Limited, as contained in the said Development Agreement/s & 20 (Twenty) Registered Agreement/s for Providing Permanent Alternate Accommodation executed by and between the Developers and the Member/s of the Society, respectively.

(c) The Developers undertakes to handover the respective New Flat/Shop/Unit Premises as Permanent Alternate Accommodation in the New Proposed Building to the 20 (Twenty) Member/s, in pursuance to the registered Agreement/s for Providing Permanent Alternate Accommodation executed with

each of them before handing over the possession to the Purchaser/s.

(d) The Possession of the said premises shall be delivered by the said Developers to the Purchaser/s by the end of _____ -20___/20___.

(e) The Developers shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date, if the completion of the project is delayed, by reason on or account of:

f) non-availability/shortage of steel and/or cement or other building materials or water supply or electric power supply or

g) by reason of war, civil commotion, bomb blast, fire, strike, lock-out or any act of God such as earth-quake, floods, and/or other natural calamities or

h) any other cause beyond the control of the Developers.

i) if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other

public or Competent authority or any force majeure and in any of the aforesaid events the Developers shall be entitled to the sufficient extension of time for delivery of possession of the said premises.

(j) The Developers has clear & marketable title with respect to the project land as declared in the title report annexed to this Agreement & have the requisite Re-Development rights to carry out re-development upon the project land and also has actual, physical & legal possession of the project land for the implementation of the Project;

(k) The Developers have lawful rights & requisite approvals from the Competent Authoritiy/ies to carry out re-development of the Project and shall obtain requisite approvals from time to time to complete the re-development of the project;

(l) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

(m) There are No Litigations pending before any Court of law with respect to the project land or Project Title except as those disclosed in the Advocate's Title Certificate Report;

(n) All approvals, licenses & permits issued by the Competent Authorities with respect to the Project, project land and said building/wing are valid & subsisting & have been obtained by following due process of law. Further, all approvals, licenses & permits to be issued by the Competent Authorities with respect to the Project, project land and said building/ wing shall be obtained by following due process of law and the Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

(o) The said Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title & interest of the Purchaser/s created herein, may prejudicially be affected;

(p) The Developers have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Premises] which will, in any manner, affect the rights of Purchaser/s under this Agreement;

(q) The Developers confirms that the Developers are not restricted in any manner whatsoever from selling the said [Premises (Being the Free Sale Component)] to the Purchaser/s in the manner contemplated under this Agreement;

(r) The Owners and the Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(s) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owners or the Developers in respect of the project land and/or the Project except those disclosed in the title report.

(12) If for any reason the Developers are unable or fail to give possession of the said premises to the Purchaser/s within the date specified in clauses hereinabove or within any further date

or dates as may be mutually agreed to by and between the parties hereto, then in such case, the Purchaser/s shall be entitled to give notice to the Developers terminating the Agreement, in which event, the Developers shall, after 4 weeks from the receipt of such written notice, refund to the Purchaser/s the aforesaid amount of deposit and the further amount if any, that may have been received by the Developers from the Purchaser/s in/ as installments towards part payment in respect of the said premises together with simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Developers shall be at liberty to sell and dispose off the said premises to any other person at such price and upon such terms and conditions as the said Developers may deem fit & proper, in their sole & absolute discretion.

(13) Upon possession of the said premises being delivered to the Purchaser/s he/she/they shall be entitled to the use and occupation of the said premises. The Purchaser/s however shall not be entitled to and shall not change the user of these premises. Upon the Purchaser/s taking possession of the said premises he/she/they shall have no claim against the Develo-

pers in respect of any item or work in the said premises which may be alleged not to have been carried out and/or completed.

(14) Commencing a week after notice is given by the Developers to the Purchaser/s that the said premises is/are ready for use and occupation, the Purchaser/s shall be liable to bear and pay all statutory taxes & charges for electricity & other service charges & the outgoings payable in respect of the said premises mentioned in clauses hereof.

(15) The Purchaser/s shall pay to the Developers a sum of Rs._____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Developers in connection with the legal costs involved vis-à-vis the re-development & other expenses related thereto for the subject new building etc, on the said property, including for Re-formation of the Society, preparing its rules, regulations & bye-laws & the costs involved thereto. (as may be applicable).

(16) It is agreed that in respect of items, money/ies paid as mentioned in clauses 15 and 16, the Developers shall not be liable to render any accounts.

(17) The Stamp Duty, Registration charges and other miscella -neous expenses in respect of this Agreement shall be paid by the Purchaser/s alone.

(18) The Purchaser/s shall not use the said premises for any other purposes other than for its sanctioned residential/ comm-ercial use.

(19) The Purchaser/s doth hereby covenant with the Develo-pers that the Purchaser/s herein and his/her/their assign/s, res-pectively, shall from the date of possession, re-sale and/or assignment thereof, maintain the said premises at his/her/their costs in a good condition and shall not do or suffer to be done anything thereby causing any damage, defect to the structural member/s of the said building specifically the beams, columns, pillars, chajjas, walls (internal and outer), parapet walls, pardis together with the compound walls, lobbies, staircase, corridor and/or to the said premises and/or common passages, common areas or the compound which may be against the rules or bye-laws of the Mumbai Municipal Corporation, the said Society/ proposed Society & shall also comply with the RERA Act & the rules framed thereunder and the Orders or Directions passed thereunder including Orders (if any) that may be passed by the

Government of Maharashtra and other authorities under the provisions of law, interalia in that respect.

(20) The Purchaser/s hereby grant/s his/her/their irrevocable power and consent to the Developers and agree/s:

(a) That at all time, the Developers alone shall be entitled to all F.S.I./ Fungible F.S.I. whether available at present or in future for any reason whatsoever including the balance F.S.I. the additional F.S.I. available under D.C. Regulations from time to time and/or by an special concession, modification of present Rules Regulations Statutes, bye-laws etc. F.S.I. available in lieu of the setback, reservation (if any) or otherwise howsoever, upto the completion of the New Proposed Building, as contain-ned in terms of the aforesaid Registered Development Agree-ment/s; the Sanctioned Plan/s dated:1ST NOV 2019 ,read together with the I.O.D. dated:1ST NOV 2019 respectively and shall not cause any obstacle in respect of the same.

(b) That under no circumstances, the Purchaser/s, will be entitled to any F.S.I. or shall have any right to consume or deal with or dispose off the same in any manner whatsoever.

(c) Not to raise any objection or interfere with Developers' right reserved hereunder and as contained in the said Development Agreement/s.

(d) To execute, at once if any further or other writing, documents etc. is required or necessary for the purpose and intent of this Agreement.

(e) To do all other acts, deeds, things and matter which the said Developers in their absolute discretion deem fit for putting into complete effect the provision/s of this Agreement.

(f) The aforesaid consent and Agreement shall remain valid continuous, irrevocable, subsisting and in full force even after the possession of the said Premises is handed over to the Purchaser/s.

(21) The parties hereto specifically declare and confirm that:

(a) The Purchaser/s has/have inspected the said property and had ascertained for himself/herself/ themselves that the work of constructing and completing the said Proposed building has just

began and is in progress & the said premises is/are not yet fit/ready for use or occupation.

(b) As the Proposed Building is under construction and as the Completion Certificate/Occupation Certificate, in respect of the said Proposed building, accordingly has/have not yet been applied for or issued by the Municipal Corporation of Greater Mumbai, as required by law & consequently under the provisions of RERA Act & the Rules framed thereunder, the Maharashtra Ownership Flats Act,1963, the said Developers are not entitled to allow the Purchaser/s to enter into possession of the said subject premises and the Purchaser/s is/are prohibited from taking possession of the said premises till such Certificate is given by the M.M.C.; M.M.C. shall have a free access to the said property to carry out the repairs and maintenance of the water pipe lines as and when required. And M.M.C. will not be responsible for any damage caused to the proposed building and persons due to leakage or bursting of the water main.

(c) It is specifically agreed between the parties herein & prov -ided that the said Developers shall handover the possession of the said Premises to the said Purchaser/s herein, upon total lawful completion of the said Building, proposed to be cons-

tructed on the said property, in accordance with the sanctioned plans and the said Purchaser/s shall not raise any objection of any nature whatsoever nor initiate any legal proceedings, steps and actions in that regard against the Developers herein, in that respect. The Purchaser/s doth hereby further covenant/s with the Developers that they have mutually agreed upon the terms and conditions as contained herein and further undertake not to resile from the covenants as recorded herein.

(22) The Purchaser/s by himself/herself/themselves with inten -tion to bind all persons into whose hands the said premises may hereinafter come, hereby agree, undertake and covenant with the Developers as follows:-

(a) To maintain the premises at the Purchaser's own costs in good tenantable repair & condition from the date of possession of the said premises is taken and not do or suffered to be done anything thereby causing damage to the structural members of the said building such as the beams, columns, chajjas, pillars, walls (internal and outer), pardis etc., in or to the building in which the said premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make

addition in or to the building in which the premises is situated or the premises itself or any part thereof.

(b) Not to store in the premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, lift, other amenities, common passages or any other structure of the new building in which the said premises is situated and in case any damage is caused to the new building in which the premises is situated on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

(c) To carry out at her/his/their own costs all internal repairs to the said premises and maintain the premises in the same conditions, state and order in which it was delivered to the Purchaser/s and not do or suffer to be done anything in or to the building in which the said premises is situated or in the premises which may be against the rules &regulations and bye-laws

of the concerned local authority or other public authority and the rules and bye-laws of the said Society/ proposed Society & in the event of the Purchaser/s committing any act in contravention of the above provision/s, the Purchaser/s shall be responsible & liable for the consequences thereof to the concerned local authority and/or to the other public authority or to the said Society/proposed Society (as the case may be).

(d) Not to demolish or cause to be demolished the premises or any part thereof nor at any time, make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof nor any alteration in which the elevation and outside colour scheme of the building in which the said premises is situated is affected and keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the building in which the said premises is situated and not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural chambers in the said premises without the prior written permission of the Developers and/or the said Society and the concerned local authorities and/or any other public bodies, as the case may be.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises is situate or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance, as may be applicable.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any portion of the said property and/or the neighbouring buildings or open spaces of the building in which the said premises is situated.

(g) Pay within 10 days of demand, their share of security deposit demanded by any concerned local authority or government or public/ private authority/ies/ company/ies for giving water, electricity or any other service/s connection/s to the building in which the said premises is situated.

(h) To bear and pay the local Municipal taxes, Assessment Land Revenue, Common Light, Maintenance, Watchman, Swee -pers, Wages ,Common Electricity charges, water charges, insu-

rance and other levies and outgoing expenses incidental to the maintenance of the said building, together with the said property, until the said outgoings, such as Municipal Taxes, Assess -ment are not fixed & determined or worked out by the concerned authority in respect of each of the Flat/s/Shop/s, of the said building, the Purchaser/s shall pay such amount/s as advance on account of such outgoings and expenses to the Developers, till the lawful completion of the construction of the said Proposed Building is duly completed by the said Developers and after the completion of the same, such accruing maintenance & outgoing/s, premium/s, statutory taxe/s,charges among other charges etc including by way of Admission fee, Society Membership charges, fees, Share Capital/Money/Contribution, Share Certificate charges and other charge/s, if any, shall be borne & paid by the said Purchaser/s herein, to the Society/ Proposed Co-operative Society(as applicable), which all the sum/s and amount/s, as may be imposed by the concerned local authority and/or Government &/or other public/ private authority/ies/company/ ies.

(i) The Purchaser/s shall not let, sublet, sell, mortgage and/ or otherwise transfer, assign or part with the Purchaser's interest or benefit under this Agreement without obtaining the

previous consent in writing of the Developers and/or the Society/Proposed Society till the lawful completion of the Building and thereafter, respectively, as per law.

(j) The Purchaser/s shall permit the Developers their surveyors and agents, with or without workmen & others, at all reasonable times, to enter into and upon the said property and building or any part thereof to view and examine the state and condition thereof or for any other purposes.

(k) The Purchaser/s shall not at any time cause or permit any public or private nuisance in or upon the said premises, the buil -ding on the said property, open spaces or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Developers or to the society members, other occupants of the said proposed building, neighbouring properties/ buildings.

(23) The Purchaser/s & the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of with the written consent of the Developers, shall from time to time sign all applications, papers and documents and do all acts, deeds & things as the Developers may require for safe guarding

the interest of the Developers &/or of the Purchaser/s &/or their Loanee Banker/s, in the said building.

(23-a) The Purchaser/s hereby covenant/s that from the date on which possession, of the said premises are offered he/she/they shall keep the said premises, the walls and partition wall/s, sewers, drains, pipes and appurtenance thereof belonging in good tenable repair and shall abide by the conditions of the Government, M.C.G.M., the proposed Society or the Adani Electricity Mumbai Limited/Tata Power & any other authorities & local bodies and shall attend, answer and will be responsible for all violation of any such conditions or rules, regulations or bye-laws, as the case may be.

(24) The Stamp Duty and Registration Charges and taxes such as G.S.T. & any other Statutory Tax/Levy/Cess of like nature, incidental to this Agreement & any document executed in pursuance of this Agreement and/or in respect of the said premises &/or the said property shall be borne & paid by the Purchaser/s to the Developers &/or the respective Authority/ies, respectively, as the case may be.

(25) The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Developers, the following amounts:-

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.

(ii) Rs._____/- for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs._____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/Apex body

(iv) Rs._____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company /Federation/Apex body.

(v) Rs._____/- For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.

(26) The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/ s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

(27) If any provision of this Agreement shall be determined to be void or unenforceable under RERA Act and the Rules framed thereunder or under any other Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules & Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(28) Wherever in this Agreement, it is stipulated that the Purchaser/s has to make any payment, in common with other Purhaser/s in Project, the same shall be in proportion to the carpet area of the [Premises] to the total carpet area of all the said [Premises] in the Project.

(29) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transacttion contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(30) The execution of this Agreement shall be complete only upon its execution by the Developers through its authorized signatory at the Developers' Office, or at some other place , which may be mutually agreed between the Developers and the Purchaser/s, in _____ after the Agreement is duly executed by the Purchaser/s & the Developers or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this

Agreement shall be deemed to have been executed at_____

_____.

(31) The Purchaser/s and/or Developers shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developers will attend such office and admit execution thereof.

(32) That all notices to be served on the Purchaser/s and the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Developers by Registered Speed Post A.D and notified Email ID/ Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser/s

(Purchaser/s' Address)

Notified Email ID:_____

Developers Name: Messers Sheetal Developers

(Developers Address)

Notified Email ID: _____

(33) It shall be the duty of the Purchaser/s & the said Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Speed Post A.D., failing which all communications and letters posted at the above address shall be deemed to have been received by the Developers or the Purchaser/s, as the case may be.

(34) That in case there are Joint Purchaser/s, all communications shall be sent by the Developers to the Purchaser/s whose name appears first & at the address given by him/her/ them which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

(35) The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Purchaser/s alone.

(36) Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

(37) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ Courts will have the jurisdiction for this Agreement.

(38) The Parties hereto further agree and record that the Purchaser/s shall be entitled to deduct the T.D.S. (if any) as may be applicable, as per amended Rules & Provisions of Income Tax Act if the Purchase Price/Sale Consideration under this Agreement for such Flats/ Shop/s/Premises Sale is above the prescribed Statutory Limit and in such event the Purchaser/s shall execute such receipts Post-deduction of such T.D.S. amount & issue Original Tax-Deduction Certificate for the money so deducted and directly deposit such deducted amount with the Concerned Department/s of the Concerned Authority /ies in the prescribed statutory time frame & shall upon demand produce the copy of the original paid-up Challan/ Receipt in that respect & further undertakes that the Purchaser/s shall keep the Developers herein well saved and/or defended against any omission/commissions and/or default, in that regard.

(39) The Non-refundable deposits that may be demanded by or paid to the Municipal Corporation of Greater Mumbai, for the purpose of sanctioning the plans and/or issuing the commen -cement certificate, I.O.D. and/or occupation certificate and/or Comp letion Certificate and for giving water connection to the said building shall be payable by all the Purchaser/s of the said building in proportion to the respective area of their respective purchased Flat/s, the amount of the same to be determined by the Developers. The Purchaser/s agree/s to pay to the Developers within seven days of demand, such Proportionate share of the Purchase towards such charges/deposit, as per the mutually agreed terms hereinabove.

(40) The Purchaser/s agree/s and bind/s himself/herself/ themselves to pay to the Developers his/her/their provisional monthly compensation of Rs._____/- per month towards the aforesaid outgoing & maintenance charges referred to in Clauses hereinabove from the date as provided hereinabove and payable every month regularly in advance.

(41) The Purchaser/s herein doth hereby irrevocably covenants with the said Developers that they shall permit the Developers and their surveyors and agents, with or without workmen

and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good, within three months of the Developers giving a notice, all defects, decays and work of repairs of which such notice in writing shall be given by the Developers to the Purchaser/s and also for the purpose of repairing any part of the building & for the purpose of making, repairing maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service, drains, pipes, cables, water courses, gutters, wires, partition, walls or structure or other convenience belonging to serving or used for the said building & also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

(42) It is clearly understood and agreed by and between the parties hereto that the Developers shall have the unqualified and unfettered right to sell or transfer, assign, allot, lease or give on licence basis, assign or otherwise deal with or disposed of to anyone of their choice, the premises belonging to the Developers' Free Sale Component, in the said Proposed building.

(43) So long as the areas of the said property (agreed to be acquired by the Purchaser/s from the Developers) is not altered and the amenities set out in the **Annexure-"____"** hereunder written are not altered, the said Developers shall be at liberty and are hereby expressly permitted to make variations in the layout/elevation of the property &/or of the building and/or varying the location of the access of the building as per the exis -tence of the situation & the circumstances of the case may require & warrant, as per the procedure laid down by the RERA Act. The Purchaser/s expressly hereby agrees & grants his/her /their consent/s to all such variations. The Developers are fully and absolutely entitled to utilize the floor space index as may be sanctioned & permitted by the Municipal Corporation of Grea- ter Mumbai.

(44) Notwithstanding anything contained in this Agreement or any other documents to be executed in future in respect of the said premises, the Developers shall have a first charge on the said premises agreed to be acquired by the Purchaser/s for recovery of all the amounts payable by the Purchaser/s to the Developers under this Agreement or otherwise.

(45) The Purchaser/s hereby agree/s and undertake/s to be a member/s of the said Society, sign and execute all the necessary papers, application/s, form/s, for becoming the member/s of the said Society, pay the membership and other applicable fees/ charges thereto and to adhere to and with the bye-laws of the said Society, without fail and without any condition, reservation or demur.

(46) The Purchaser/s hereby irrevocably agree/s, consents and undertake/s on becoming the Member/s of the said Society to regularly pay the maintenance charges and dues, as per the Maintenance bill/s, raised by the said Society from time to time.

(47) Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement nor shall the same amount to any waiver in any way or manner or prejudice the rights of the Developers.

(48) The Developers have handed over the original of this Agreement duly executed by the Developers and the Purchaser/ s herein, to the Purchaser/s & the said Developers shall retain unto themselves a Duplicate set of the Agreement having

Adhesive Stamp of Rs.100/- & duly executed by the Developers and the Purchaser/s herein, for their record.

(49) This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation & Re-Development) Act, 2016 and the Rules framed thereunder and any other provisions of law applicable thereto.

(50) Developers' PAN No.:_____.

Purchaser/s PAN No.:_____.

:_____.

In WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective Hands and Seal/s on day and year hereinabove written.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

All that Piece or Parcel of Land being Plot no. 28, admeasuring 1,125 Square Yards or thereabouts, equivalent to 940.65 Square Metres or thereabouts, bearing Survey No.47 (Part), City Survey No.97, of Village: Chincholi, Taluka:Borivali, together with the Ground plus 4 (Four) Storied Building standing thereon and consisting of 20 tenements, now popularly known as **"Messers Standard Batteries Employees Co-operative Housing Society Limited"**, located at Upper Govind Nagar, Malad East, Mumbai-400 097 & bounded as follows:

On or towards the East : By 30" Feets Wide Road.

On or towards the West: By Plot No.1.

On or towards the North: By Plot No.39.

On or towards the South: By Plot No.15.

THE SECOND SCHEDULE OF THE PROPERTY

ABOVE REFERRED TO

All that New Flat/Shop/Unit No._____ admeasuring _____ square feets RERA Carpet Area (including the area covered by the partition walls of the subject premises, as per RERA Act), on the _____ Floor, _____Wing of the proposed New Building consisting of Ground plus Seven Floor/s, with lift/s, known as **"**_____ **"**, with Podium/Stilt parking space bearing No._____ on the _____ level of the said Building, situate lying and being on the property, more particularly referred to in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

COMMON AREAS AND FACILITIES

Open Spaces, Lobbies, Stair Case, Corridor, Common Passage, Compound Wall, Terrace, Open Building Compound, Pump Room and Water Tank/s.

COMMON AREAS AND FACILITIES (LIMITED)

Podium/Stilt/Mechanical/Cantilever/PIT Parking.

R E C E I P T

Received of and from the withinnamed Purchaser/s, the Sum of Rs._____/- (Rupees _____ _____Only), as agreed towards the earnest money out of the Total Sale Price and/or Consideration Amount of Rs._____/- (Rupees _____ Only), by an Account Payee Cheque/s/Pay Order drawn on Purchaser/s Banker in the name of the said Developers, as more particularly withinmentioned, in the manner as follows:

Sr. No.	**Cheque/Pay Order No.**	**Date**	**Bank/Branch**	**Amount(Rs.)**

Total_____/-

(Rupees _____ Only)

to be paid by the Purchaser/s to us, in terms as withinmentioned.

Witnessess;

1)

2)

We Say Received as Above.

Rs._____/-

For M/s. Sheetal Developers.

Mr. Brahmadev D. Shukla

(Authorised Partner)

(Developers)

Signed, Sealed and Delivered by the)
withinnamed “the Developers”)

Messers Sheetal Developers)

by and through the hands of its Authorized)

Partner namely,)

Mr. Brahmadev Dudhnath Shukla,)

in the presence of……..…….……....)

SIGNED, SEALED AND DELIVERED)

by the withinnamed **“Purchaser/s”**)

_____)

_____)

_____)

in the presence of.....……)

Dated this ___ day of _____, 20___

Messers Sheetal Developers.

.....Developers.

And

Shri/Smt./M/s._____.

_____

_____

_____

….....Purchaser/s.

AGREEMENT FOR SALE

Mr.Monesh Rajnikant Sharma

Advocate, High Court, Mumbai

$/A, Moti Baug, Apartments,

Rani Sati Marg, Malad (East),

Mumbai-400 097.